

HOGAN & HARTSON

L.L.P.

19092- J+K

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RECEIVED COMMERCIAL

January 5, 1996

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PARTNER
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555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
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BY HAND DELIVERY

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, DC 20423

Re: Recordation No. 19092

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11303(a) and in accordance with 49 C.F.R. § 1177, enclosed herewith for filing and recordation are the following documents:

1. Two (2) executed originals and three (3) certified copies of Lease Supplement No. 3, a secondary document, dated November 13, 1995, between State Street Bank and Trust Company as Owner Trustee ("Lessor") and Union Tank Car Company ("Lessee").
2. Two (2) executed originals and three (3) certified copies of Trust Indenture Supplement No. 3, a secondary document, dated November 13, 1995, between State Street Bank and Trust Company ("Owner Trustee") and The First National Bank of Chicago ("Indenture Trustee").

The enclosed documents relate to the Trust Indenture and Security Agreement and supplemental documents filed with the ICC under Recordation Nos. 19092 through 19092-I. The names and addresses of the parties to the Trust Indenture and Security Agreement are as follows:

State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110

Owner Trustee/Lessor

BRUSSELS LONDON PARIS* PRAGUE WARSAW

\\\\DC - 57816/3 - 0219028.01

BALTIMORE, MD BETHESDA, MD COLORADO SPRINGS, CO DENVER, CO MCLEAN, VA

*Affiliated Office

HOGAN & HARTSON L.L.P.

Mr. Vernon A. Williams
Secretary
January 5, 1996
Page 2

NatWest Leasing Corporation
175 Water Street
New York, New York 10038

Owner Participant

The First National Bank of Chicago
One First National Plaza
Suite 0126
Chicago, Illinois 60670-0126

Indenture Trustee

Union Tank Car Company
225 West Washington Street
Chicago, Illinois 60606

Lessee

The railroad equipment which is the subject of the enclosed documents is as follows:

Units deleted: UTLX 645973

Replacement units: UTLX 646017

Also enclosed is a payment of \$42.00 in order to cover the required recordation fee. Please return to bearer one (1) stamped original and the three (3) stamped certified copies of each of the enclosed documents not needed for filing.

Sincerely,

Handwritten signature of Patrick M. Raher in cursive script, followed by the initials "PMR".

Patrick M. Raher

PMR/rj2

Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

1/5/96

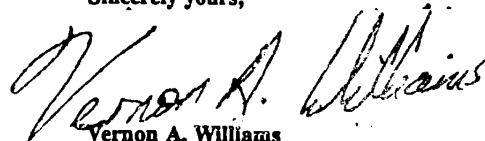
Office Of The Secretary

Patrick M. Rahe
Hogan & Hartson
Columbia Square
555 Thirteenth Street, NW
Washington, DC., 20004-12109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/5/96 at 3:40PM, and assigned recordation number(s). 19092-J, 19092-K, 19605-I and 19605-J.

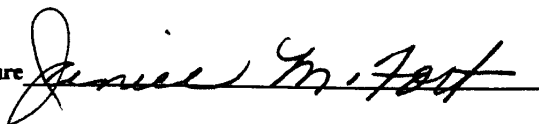
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$84:00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



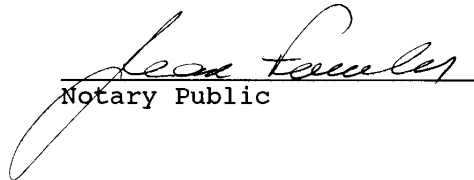
19092-8
JAN 6 1996 4:30 PM
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

CERTIFICATE

The undersigned, Jean Fowler, a Notary Public in and for said County and State, hereby states that she has compared the attached copy of Lease Supplement No. 3 (L-11N), dated as of November 13, 1995, with the original document thereof and hereby certifies that such attached copy is a true and correct copy of the original document in all respects.

In Witness Whereof, the undersigned has set her hand and seal this 19th day of December, 1995.


Notary Public



19092-5
JAN 8 1996 3 20 PM
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LEASE SUPPLEMENT NO. 3 (L-11N)
(UTC Trust No. 1994-A)

This Lease Supplement No. 3 (L-11N) (UTC Trust No. 1994-A) dated November 13, 1995 between STATE STREET BANK AND TRUST COMPANY, a Massachusetts trust company, not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("*Lessor*"), and UNION TANK CAR COMPANY, a Delaware corporation ("*Lessee*");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (UTC Trust No. 1994-A) (L-11N) dated December 15, 1994 (the "*Lease*"). The terms used herein are used with the meanings specified in the Lease;

WHEREAS, Section 8.3 of the Lease provides that, if it is necessary, for valid business reasons arising in the ordinary course of Lessee's business as an operating lessor, for Lessee to replace a Unit under the Lease with another Unit, Lessee may do so.

WHEREAS, Section 11.4 of the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Replacement Unit(s) under the Lease as and when delivered by the Lessor to the Lessee in accordance with the terms thereof and for the transfer to the Lessee of all of Lessor's right, title and interest in and to the Unit(s) which Lessee wishes to delete from the Lease,

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Replacement Unit described in Lease Supplement No. 3 (L-11N) Schedule A hereto.
2. Subject to the execution and delivery of Indenture Supplement No. 3 (L-11N) (UTC Trust No. 1994-A) by Owner Trustee and Indenture Trustee releasing the Unit which suffered an Event of Loss from the Lien of the Indenture, the Lessor hereby releases from the Lease the Unit which Lessee wishes to delete from the Lease and which is set forth on Lease Supplement No. 3 (L-11N) Schedule A hereto as of the date hereof.
3. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
4. To the extent that this Lease Supplement constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee on the signature page hereof,

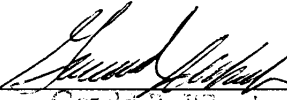
which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.

5. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York; *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

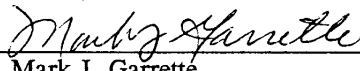
6. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

State Street Bank and Trust Company, not in its
individual capacity but solely as Owner Trustee

By: 
Name: Gerald E. Wheeler
Title: Vice President

Union Tank Car Company

By: 
Name: Mark J. Garrette
Title: Vice President

0030S.11N

State of Massachusetts)
) SS
County of Suffolk)

On this 13 day of December, 1995, before me personally appeared Gerald R. Wheeler, to me personally known, who being by me duly sworn, say that he is Vice President of State Street Bank and Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Laura L. Morse
Notary Public

LAURA MORSE
Notary Public
My Commission Expires July 26, 2002

[Notarial Seal]

My commission expires:

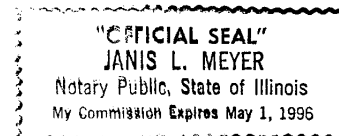
State of Illinois)
) SS
County of Cook)

On this 15th day of December, 1995, before me personally appeared Mark J. Garrette, to me personally known, who being by me duly sworn, say that he is Vice President of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janis L. Meyer
Notary Public

[Notarial Seal]

My commission expires:



19092-J

LEASE SUPPLEMENT NO. 3 (L-11N) SCHEDULE A

Unit(s) To Be Deleted From Lease

<u>Built Month</u>	<u>Road Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
05/95	UTLX	645973	T106	111A100W1

Replacement Unit(s)

<u>Built Month</u>	<u>Road Mark</u>	<u>Car No.</u>	<u>AAR Code</u>	<u>DOT Class</u>
10/95	UTLX	646017	T105	111A100W1